

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				<p>(i) <i>If Verizon requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be waived, upon request from AT&T; and</i></p> <p>(ii) <i>If AT&T requests to reschedule outside the one (1) hour time frame above, AT&T shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.</i></p> <p>11.9.5 <i>If AT&T is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If Verizon is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, Verizon and AT&T will reschedule and, upon request from AT&T, Verizon will waive the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.</i></p> <p>11.9.6 <i>The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loop to AT&T is fifteen (15) minutes per Analog 2W Loop for all orders</i></p>	

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				<p>consisting of twenty (20) Analog 2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.</p> <p>11.9.7 Conversions involving LNP will be completed according to North American Numbering Council ("NANC") standards, via the regional Number Portability Administration Center ("NPAC").</p> <p>11.9.8 If AT&T requires Analog 2W Loop conversions outside of the regularly scheduled Verizon RCCC operating hours, such conversions shall be separately negotiated. Additional charges (<u>e.g.</u> overtime labor charges) may apply for desired dates and times outside of regularly scheduled RCCC operating hours.</p> <p>11.9.9 After receiving notification of completion of the hot cut by Verizon, AT&T will confirm operation of the loop[s]. In the event the loop[s] is not functional, AT&T may submit the necessary trouble ticket[s] to initiate a request for repair.</p> <p>11.9.10 If AT&T and Verizon cannot isolate and fix the problem, AT&T may request that the Customer be restored to service on the Verizon network. Such restoration shall occur within a commercially reasonable time period.</p>	
III-8	Should the Interconnection Agreement contain a provision	Attachment III, Section 2.5	There is no technical reason why access to elements or combinations	UNE Attachment	Verizon will provide nondiscriminatory access to UNEs at

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	<p>specifying that for each Network Element and Combinations (including UNE-P and loop/transport combinations), Verizon shall provide connectivity at any technically feasible point, not limited to points at which WorldCom collocates on Verizon's premises?</p> <p><i>Access to UNEs. Is Verizon obligated to provide access to UNEs and UNE combinations (such as enhanced extended links and sub-loops) at any technically feasible point on its network, not limited to points at which AT&T collocates on Verizon's premises?</i></p>	<p>2.5 For each Network Element including, but not limited to, Combinations, Verizon shall provide connectivity at any Technically Feasible point without requiring MCIm to collocate.</p> <p><i>Section 11 sets forth the contract terms and conditions necessary to support AT&T's position on the issues.</i></p>	<p>of elements should be limited to those places where a CLEC is collocated with Verizon. In other words, Verizon should not be permitted to require collocation as a means of accessing elements or combinations of elements if other technically feasible means of access exist.</p> <p><i>Yes. Verizon should be obligated to provide access to UNEs at any technically feasible point on Verizon's network and such access may not be limited or delayed as a result of Verizon's inability or unwillingness to provide collocation at its premises. Furthermore, in the case of access to subloop elements wholly within the confines of a single property (for example, on-premises wiring), Verizon does not possess property upon which collocation can be provided. Therefore, AT&T's ability to connect to such unbundled network elements must not be limited by any collocation requirement. To permit otherwise would allow Verizon to inflate AT&T's costs of access and delay its ability to compete for customers, particularly in multiple tenant environments ("MTEs").</i></p>	<p>1.7 Except as otherwise expressly stated in this Agreement, **CLEC shall access Verizon's UNEs specifically identified in this Agreement via Collocation in accordance with the Collocation Attachment at the Verizon Wire Center where those elements exist, and each Loop or Port shall, in the case of Collocation, be delivered to **CLEC's Collocation node by means of a Cross Connection.</p> <p>6. Inside Wire</p> <p>6.1 <u>House and Riser.</u></p> <p>Subject to the conditions set forth in Section 1 of this Attachment and upon request, Verizon shall provide to **CLEC access to a House and Riser Cable (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 6 and the rates set forth in the Pricing Attachment. A "House and Riser Cable" means a two-wire or four-wire metallic distribution facility in Verizon's network between the minimum point of entry for a building where a premises of a Customer is located (such a point, an "MPOE") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Verizon will provide access to a House and Riser Cable only if</p>	<p>any "technically feasible point" as provided in the Commission's Rule 307. Unbundled loops may be accessed through collocation arrangements at Verizon's premises. Verizon agrees this includes enhanced extended loops ("EELs") that do not have to be collocated in every central office. They do, however, have to be collocated at one location. Verizon also offers access to feeder subloops at remote terminals and access to distribution subloops through connection between Verizon's feeder distribution interface ("FDI") and a CLEC-owned interconnection cabinet within close proximity of Verizon's FDI. Access at any other technically feasible point may be requested through the BFR procedures.</p>

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				<p>Verizon owns, operates, maintains and controls such facility and only where such facility is available. Verizon shall not reserve a House and Riser Cable for **CLEC. **CLEC may access a House and Riser Cable only at the MPOE for such cable. Verizon shall provide **CLEC with access to House and Riser Cables in accordance with, but only to the extent required by, Applicable Law.</p> <p>**CLEC must satisfy the following conditions before ordering access to a House and Riser Cable from Verizon:</p> <p>6.1.1 **CLEC shall locate its compatible terminal block within cross connect distance of the MPOE for such cable. A terminal block is within cross connect distance of an MPOE if it is located in the same room (not including a hallway) or within twelve (12) feet of such MPOE.</p> <p>6.1.2 If suitable space is available, **CLEC shall install its terminal block no closer than within fourteen (14) inches of the MPOE for such cable, unless otherwise agreed by the Parties.</p> <p>6.1.3 **CLEC's terminal block or equipment cannot be attached, otherwise affixed or adjacent to Verizon's facilities or equipment, cannot pass through or otherwise</p>	

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				<p>penetrate Verizon's facilities or equipment and cannot be installed so that **CLEC's terminal block or equipment is located in a space where Verizon plans to locate its facilities or equipment.</p> <p>6.1.4 **CLEC shall identify its terminal block and equipment as a **CLEC facility.</p> <p>6.2 To provide **CLEC with access to a House and Riser Cable, Verizon shall not be obligated to (a) move any Verizon equipment, (b) secure any Right of Way for **CLEC, (c) secure space for **CLEC in any building, (d) secure access to any portion of a building for **CLEC or (e) reserve space in any building for **CLEC.</p> <p>6.3 **CLEC must ensure that its terminal block has been tested for proper installation, numbering and operation before ordering from Verizon access to a House and Riser Cable. Verizon shall perform cutover of a Customer to **CLEC service by means of a House and Riser Cable subject to a negotiated interval. Verizon shall install a jumper cable to connect the appropriate Verizon House and Riser Cable pair to **CLEC's termination block, and Verizon shall determine how to perform such installation. **CLEC shall coordinate with Verizon to ensure that House and Riser Cable</p>	

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				<p>facilities are converted to **CLEC in accordance with **CLEC's order for such services.</p> <p>6.4 If a **CLEC compatible connecting block or spare termination on **CLEC's connecting block is not available at the time of installation, Verizon shall bill **CLEC, and **CLEC shall pay to Verizon, the Not Ready Charge set forth in the Pricing Attachment and the Parties shall establish a new cutover date. Verizon may install a new House and Riser Cable subject to the time and material charges set forth in the Pricing Attachment.</p> <p>6.5 Verizon shall perform all installation work on Verizon equipment. All **CLEC equipment connected to a House and Riser Cable shall comply with applicable industry standards.</p> <p>6.6 Verizon shall repair and maintain a House and Riser Cable at the request of **CLEC and subject to the time and material rates set forth in the Pricing Attachment. **CLEC shall be solely responsible for investigating and determining the source of all troubles and for providing Verizon with appropriate dispatch information based on its test results. Verizon shall repair a trouble only when the cause of the trouble is a Verizon House and</p>	

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				<p>Riser Cable. If (a) **CLEC reports to Verizon a Customer trouble, (b) **CLEC requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by a Verizon House and Riser Cable in whole or in part, then **CLEC shall pay Verizon the charge set forth in the Pricing Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by **CLEC is not available at the appointed time. If as the result of **CLEC instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to **CLEC by Verizon. If as the result of **CLEC instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to **CLEC by Verizon.</p> <p>13.3 Network Element Bona Fide Request (BFR).</p> <p>13.3.1 Each Party shall promptly consider and analyze access to a new unbundled Network Element in response to the submission of a</p>	

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				<p>Network Element Bona Fide Request by the other Party hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603 or subsequent orders.</p> <p>13.3.2 A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.</p> <p>13.3.3 The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.</p> <p>13.3.4 Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.</p> <p>13.3.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element</p>	

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				<p>Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided by Applicable Law.</p> <p>13.3.6 If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and access to the Network Element is required to be provided by Applicable Law, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals. Unless the Parties otherwise agree, the Network Element requested must be priced in accordance with Section 252(d)(1) of the Act.</p> <p>13.3.7 As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network</p>	

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				<p>Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates, and the installation intervals.</p> <p>13.3.8 Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.</p> <p>13.3.9 If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.</p> <p><i>EXHIBIT B</i></p> <p><u>Network Element Bona Fide Request Process</u></p> <p>1.0. Any request by</p>	

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				<p><i>AT&T for access to a Verizon unbundled Network Element or Combination that is not already available and that Verizon is required by Applicable Law to provide shall be treated as a Network Element Bona Fide Request pursuant to this Exhibit B.</i></p> <p><i>1.1 Notwithstanding anything to the contrary in this Exhibit B, Verizon shall not be required to provide a proprietary Network Element to AT&T under this Exhibit B except as required by Applicable Law.</i></p> <p><i>2.0 The following process shall be used to promptly consider and analyze requests for Network Elements and Combinations required to be provided under Applicable Law which are not specifically identified in this Agreement. These requests shall hereinafter be referred to as "Network Element Bona Fide Requests." The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603 or subsequent orders.</i></p> <p><i>3.0 A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element or</i></p>	

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				<p><i>Combination.</i></p> <p>4.0 Within ten (10) business days of its receipt, Verizon shall acknowledge receipt of the Network Element Bona Fide Request.</p> <p>5.0 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, Verizon shall provide to AT&T a preliminary analysis in writing of such Network Element Bona Fide Request (hereinafter referred to as a "Preliminary Analysis") at no charge to AT&T. The Preliminary Analysis shall (i) state whether Verizon will offer access to the Network Element or Combination or (ii) provide an explanation that access to the Network Element or Combination is not technically feasible and/or that the request does not qualify as a Network Element or Combination that is required to be provided by Verizon under Applicable Law.</p> <p>6.0 If Verizon determines that the provision of a Network Element or Combination requested in the Network Element Bona Fide Request is technically feasible and is required to be provided under Applicable Law, it shall proceed with developing the Network Element Bona Fide Request upon written authorization from AT&T. When it receives such written authorization, Verizon shall promptly</p>	

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				<p><i>develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals. Within 90 days of its receipt of such request by AT&T to proceed with developing the Network Element Bona Fide Request, Verizon shall provide a quote for the Network Element or Combination requested, including a description of each Network Element or Combination, its availability, applicable prices and installation intervals (hereinafter referred to as a "BFR Quote").</i></p> <p>7.0 Unless the Parties otherwise agree, the Network Element or Combination requested must be priced in accordance with Section 252(d)(1) of the Act.</p> <p>8.0 Within thirty (30) days of its receipt of the BFR Quote, AT&T must either confirm its order for the Network Element Bona Fide Request pursuant to the BFR Quote or seek relief pursuant to the Dispute Resolution Process set forth in Section 28.11.</p> <p>9.0 If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party</p>	

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				<p>may seek relief pursuant to the Dispute Resolution Process set forth in Section 28.11.</p> <p>10.0 AT&T may cancel its Network Element Bona Fide Request at any time but shall pay Verizon reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.</p>	
III-9	Local Switching In what circumstances can Verizon assert the "end user with four or more lines" exception to deny providing AT&T/Wcom the local switching unbundled network element?	<p>Attachment III, Section 7.1.</p> <p>Attachment III, Section 7.1</p> <p>7.1 Verizon shall provide MCIm unbundled, Non-Discriminatory access to Local Switching (including the ability to route to MCIm's transport facilities, dedicated facilities, and systems) at TELRIC-based rates; provided, however, that Verizon may charge the market-based rates set forth in Attachment I for Local Switching for MCIm's provision of local service to customers who have four or more voice grade (DS0) or equivalent lines at one location in the density zone 1 of the Washington, D.C. and Norfolk-Virginia Beach-Newport News</p>	<p>The issue here is whether the existing restriction on unbundled local switching applies on a per location basis (WorldCom position) or on a per customer basis (Verizon position). Customers can have multiple locations. Under Verizon's restriction, CLECs would not be permitted to lease unbundled local switching to serve multi-location customers, even though those customers may have only single lines at each of four locations.</p> <p><i>This matter is still under reconsideration by the FCC. AT&T believes that no restrictions should be permitted on the use of unbundled local switching unless Verizon can</i></p>	<p>9.1 <u>Local Switching.</u></p> <p>9.1.1 The unbundled Local Switching Element includes line side and trunk side facilities (e.g. line and trunk side Ports such as analog and ISDN line side Ports and DS1 trunk side Ports). Plus the features, functions, and capabilities of the switch. It consists of the line-side Port (including connection between a Loop termination and a switch line card, telephone number assignment, basic intercept, one primary directory listing, presubscription, and access to 911, operator services, and directory assistance), line and line group features (including all vertical features and line blocking options</p>	<p>The Commission's UNE Remand Order ¶ 278 created an exception to Verizon's switching unbundling obligations. The Commission found that "requesting carriers are not impaired without access to unbundled local circuit switching when they serve with four or more lines in Density Zone 1 in the top number 50 metropolitan statistical areas (MSAs) ... where incumbent LECs have provided nondiscriminatory, cost-based access to the enhanced extended loop ("EEL") throughout Density Zone 1." The Commission's exception is clear and it applies to "customers" and not locations; Verizon applies the exception as set forth by the Commission.</p>

² Even employing prospective technology, the level at which it is economic to replace 2 wire analog loops with a higher capacity facility does not occur until at least 8 analog loops are employed by a customer at a single location. Because such a threshold is dependent upon technology not in broad use as yet, if a line limit is to be applied that is based upon the number of analog loops at a customer's location, that threshold should not be lower than approximately 19 2-wire loops, particularly given the operational limitations of the ILEC hot cut processes. Should the ILEC demonstrate a sustained ability to support market volumes via its hot cut processes (in a quality manner) then the 2-wire loop limit, should one be applied, could possibly be as low as 12 2-wire analog loops.

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		<p>Metropolitan Statistical Areas (as defined as of January 1, 1999 under Section 69.123 of the FCC's rules), if Verizon also provides to MCI throughout the relevant density zone 1 Non-Discriminatory access at TELRIC prices to Loop/Transport Combinations (including multiplexing/concentration equipment).</p> <p><i>Section 11.4.1 sets forth the contract terms and conditions necessary to support AT&T's position on this issue.</i></p>	<p><i>demonstrate that eliminating the obligation to provide unbundled local switching at TELIC rates would not impair competition. At the very least, this Commission should modify the current four-line unbundled local switching exception to a DSI standard, because the current rule does not reflect the economic and operational considerations that new entrants face when they assess the viability of aggregating multiple loops at a customer's location.² In any event, to the extent that any line limit threshold is retained, this Commission should clarify that it should be based on the number of lines served by an individual CLEC for an individual customer at a specific single premises.</i></p>	<p>features and line blocking options that the switch and its associated deployed switch software is capable of providing and are currently offered to Verizon's local exchange Customers), usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks), and trunk features (including the connection between the trunk termination and a trunk card).</p> <p>9.1.2 Verizon shall offer, as an optional chargeable feature, usage tapes.</p> <p>9.1.3 **CLEC may request activation or deactivation of features on a per-port basis at any time, and shall compensate Verizon for the non-recurring charges associated with processing the order. **CLEC may submit a Bona Fide Request in accordance with Section 13.3 for other switch features and functions that the switch is capable of providing, but which Verizon does not currently provide, or for customized routing of traffic other than operator services and/or directory assistance traffic. Verizon shall develop and provide these requested services where technically feasible with the agreement of **CLEC to pay the recurring and non-recurring costs of developing, installing, updating, providing and maintaining these services.</p>	

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				<p><i>11.4.1 Local Switching</i></p> <p><i>11.4.1.1 The unbundled local Switching Element includes line side and trunk side facilities (e.g. line and trunk side Ports such as analog and ISDN line side Ports and DSI trunk side Ports) plus all the features, functions, and capabilities of the switch. Without limiting the foregoing, it consists of the following:</i></p> <p style="padding-left: 40px;">(a) line-side Port which includes connection between a Loop termination and a switch line card, telephone number assignment, basic intercept, one primary directory listing, presubscription, and access to 911, operator services, and directory assistance;</p> <p style="padding-left: 40px;">(b) line and line group features which includes all vertical features and line blocking options that the switch and its associated deployed switch software is capable of providing and are currently offered to Verizon's local exchange Customers;</p> <p style="padding-left: 40px;">(c) usage which includes the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks; and</p> <p style="padding-left: 40px;">(d) trunk features which include the connection between the trunk termination and a</p>	

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				<p>trunk card.</p> <p><i>11.4.1.2 Verizon shall offer, as an optional chargeable feature, daily usage tapes, in accordance with the charges set forth in Exhibit A.</i></p> <p><i>11.4.1.3 AT&T may request activation or deactivation of features on a per-port basis at any time, and shall compensate Verizon for the non-recurring charges associated with processing the order, as such charges are set forth in Exhibit A. AT&T may submit a Bona Fide Request for other switch features and functions that the switch is capable of providing, but which Verizon does not currently provide, or for customized routing of traffic other than operator services and/or directory assistance traffic. In calculating the applicable prices developed pursuant to the Network Element Bona Fide Request process set forth in Exhibit B, Verizon shall not include in such prices any amount for Right To Use (RTU) fees in those instances where such RTU fees have already been included as a cost element in the rate approved by the Commission for such unbundled Local Switching element. In the case of any dispute with respect to the Network Element Bona Fide Request process under this Section 11.4.1.3, the Parties shall resolve such dispute pursuant to the terms set forth in Section 28.11 hereof.</i></p> <p><i>11.4.1.4 Prior to submitting any</i></p>	

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				<p>order for unbundled Local Switching (as an unbundled network element or in combination with other unbundled network elements), AT&T shall complete the Network Design Request ("NDR") process. Pursuant to the NDR process, Verizon shall provide standardized routing (standardized blocking and office dialing plans) of AT&T Customer traffic in conjunction with the provision of unbundled Local Switching. In addition to standardized routing, AT&T may select, as part of the NDR process, to route OS/DA traffic to an alternate OS/DA platform at the rates stated in Exhibit A. If AT&T desires other customized routing options, AT&T may submit a Bona Fide Request as provided in Exhibit B. AT&T may also request unbranding/re-branding of OS/DA calls. The rates for unbranding/re-branding stated in Exhibit A shall apply.</p> <p><u>11.4.1.5 Exception to BA's Obligation to Provide Unbundled Local Switching</u></p> <p><u>11.4.1.5.1</u> Notwithstanding any other provision in section 11.4.1 above, BA shall not be required to provide unbundled Local Switching to AT&T when AT&T serves end-users with four (4) or more voice grade (DS0) equivalents or lines ("Exempt End User(s)"), provided that BA complies with the requirements of 47 C.F.R. §51.319(c)(2), as may be</p>	

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				<p>amended from time to time.</p> <p>11.4.1.5.2 In the event BA elects, in conjunction with its efforts to seek in-region long distance relief in Virginia, to provide unbundled Local Switching to AT&T when AT&T serves Exempt End Users in any of those areas it is not required to do so pursuant to 47 C.F.R. §319(c)(2), BA agrees to provide unbundled Local Switching at rates mutually agreed-to by the Parties, which agreed-to rates shall supercede those rates associated with unbundled Local Switching set forth in Exhibit A. If the Parties are unable to agree on such rates within thirty (30) calendar days after the beginning of negotiations for same, either Party may seek appropriate relief from the Commission.</p> <p>11.4.1.5.3 AT&T shall not knowingly order unbundled Local Switching for an Exempt End User. In the event that AT&T submits an order for BA to provision unbundled Local Switching (either alone or in combination with other unbundled Network Elements) to such Exempt End User and either Party discovers that BA has so provided service, BA may charge AT&T a rate to be negotiated for use of the unbundled Local Switching functionality for the affected Exempt End User, or in the alternative to charge AT&T the applicable Resold Services rates in lieu of the rates for use of all Network</p>	

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				<p><i>Elements and associated services used to provide the affected service to the AT&T Customer. AT&T shall promptly notify BA of any orders submitted by AT&T to provision unbundled Local Switching to an Exempt End User.</i></p> <p>11.4.1.5.4 <i>Nothing in this Section 11.4.1.8 shall be construed to limit in any manner BA's obligation to provide unbundled Shared Transport.</i></p> <p>11.4.1.5.5 <i>Nothing herein shall preclude AT&T from using its own or third party facilities or BA Resold Services to provide services, in any quantity, to a Customer.</i></p> <p>11.4.1.5.6 <i>Nothing herein shall be deemed to relieve BA of its obligation to provide unbundled Local Switching unbundled from transport, local loop transmission, or other services pursuant to Section 271(c)(2)(B)(vi) of the Act.</i></p>	
III-10	<p>Should the Interconnection Agreement contain language setting forth WorldCom's right to line sharing and also to self-provision or partner with a data carrier to provide voice and data service over the same line, via UNE-platform line splitting, and the Commission's future decisions regarding line splitting and the provision of advanced services?</p> <p><i>How and under what conditions must</i></p>	<p>Attachment III, Sections 4.9 et seq.</p> <p><i>Sections 11.2.17 and 11.2.18 of AT&T's proposed agreement set forth contract terms and conditions that are necessary and appropriate to implement line sharing and line splitting.</i></p>	<p>WorldCom requests that Verizon migrate existing voice customers to WorldCom (via UNE-P) without disrupting any existing data service. Similarly, Verizon should be required to perform the cross-connects necessary to add data service to a customer served via UNE-P.</p> <p>WorldCom also requests language that specifies Verizon's obligation to provide line sharing and splitting</p>	<p>4.7 **CLEC may only access the high frequency portion of a Loop in a Line Sharing arrangement through an established Collocation arrangement at the Verizon Serving Wire Center that contains the End Office Switch through which voice grade service is provided to Verizon's Customer. **CLEC is responsible for providing a splitter at that Wire Center that complies with ANSI specification T1.413 through one of</p>	<p>Line Sharing and Line Splitting Over Copper Loops: Verizon's proposed contract language to both AT&T and WorldCom implements line sharing and line splitting over all copper loops in a nondiscriminatory and commercially reasonable manner consistent with its requirements under the UNE Remand, Line Sharing and Line Sharing Reconsideration Orders. Verizon's line splitting proposal is the result of an industry-wide collaborative initiated by the New</p>

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	<i>Verizon implement Line Splitting and Line Sharing?</i>		<p>over fiber-fed DLC loops. Verizon's contract language (which limits line sharing and splitting only to the copper portion of these loops) practically prohibits line sharing or splitting for these loops.</p> <p><i>Verizon must implement both line sharing and line splitting in a nondiscriminatory and commercially reasonable manner that allows AT&T to provide services in the high frequency spectrum of an existing line on which Verizon provides voice service (line sharing) or on a loop facility provided to AT&T as a UNE-loop or as part of a UNE-P combination (line splitting). Verizon must implement line splitting in a nondiscriminatory and commercially reasonable manner that enables AT&T to use all of the features, functions and capabilities of a loop so that AT&T (or AT&T and its authorized agent) can provide services in both the low frequency and high frequency spectrum ("HFS") of a customer's existing loop facility that AT&T leases from Verizon.</i></p>	<p>the splitter options described below. **CLEC is also responsible for providing its own DSLAM equipment in the Collocation arrangement and any necessary CPE for the xDSL service it intends to provide (including CPE splitters, filters and/or other equipment necessary for the end user to receive separate voice and data services across the shared Loop). Two splitter configurations are available. In both configurations, the splitter must be provided by **CLEC and must satisfy the same NEBS requirements that Verizon imposes on its own splitter equipment or the splitter equipment of any Verizon Affiliate. **CLEC must designate which splitter option it is choosing on the Collocation application or augment. Regardless of the option selected, the splitter arrangements must be installed before **CLEC submits an order for Line Sharing.</p> <p>Splitter Option 1: Splitter in **CLEC Collocation Area</p> <p>In this configuration, the **CLEC-provided splitter (ANSI T1.413 or MVL compliant) is provided, installed and maintained by **CLEC in its own Collocation space within the Customer's serving End Office. The Verizon-provided dial tone is routed through the splitter in the **CLEC Collocation area. Any</p>	<p>York Commission in which both AT&T and WorldCom participated. The Commission has already approved of Verizon's line sharing and line splitting proposals, and thus they should be adopted in the AT&T and WorldCom interconnection agreements.</p> <p>Access to the High Frequency Portion of a Fiber-Fed Loop: AT&T and WorldCom's preferred method of access to the high frequency portion of the loop where Verizon has deployed fiber goes beyond the Act and the Commission's requirements and ignores the necessity to evaluate all technical and operational issues surrounding their proposals. Verizon's contract language provides access to the high frequency portion of a loop where fiber has been deployed in a manner that satisfies its requirements under Commission rules. While the Commission has recognized that there may be other ways in which "line sharing" might be implemented where there is fiber in the loop, it has not mandated any particular method. Instead, the Commission initiated further proceedings to address the various methods by which CLECs can access the unbundled high frequency portion of the loop where an ILEC has deployed fiber in the loop (e.g., where the loop is served through a fiber-fed DLC at a remote terminal). Because AT&T and Worldcom's proposals</p>

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				<p>rearrangements will be the responsibility of **CLEC.</p> <p>Splitter Option 2: Splitter in Verizon Area</p> <p>In this configuration, Verizon inventories and maintains a **CLEC-provided splitter (ANSI T1.413 or MVL compliant) in Verizon space within the Customer's serving End Office. At **CLEC's option, installation of the splitter may be performed by Verizon or by a Verizon-approved vendor designated by **CLEC. The splitter is installed (mounted) in a relay rack between the POT (Point of Termination) Bay and the MDF, and the demarcation point is at the splitter end of the cable connecting the CLEC Collocation and the splitter. Verizon will control the splitter and will direct any required activity. Verizon will perform all POT Bay work required in this configuration. Verizon will provide a splitter inventory to **CLEC upon completion of the required augment.</p> <p>4.7.1 Where a new splitter is to be installed as part of an initial Collocation implementation, the splitter installation may be ordered as part of the initial Collocation application. Associated Collocation charges (application and</p>	<p>would have an industry-wide impact. principles of administrative efficiency and rulemaking dictate that this issue should be litigated in the pending rulemaking, not in the context of an interconnection agreement arbitration involving four parties.</p> <p>Loop Qualification Data and Processes: The Commission has twice found that Verizon's proposed language provides nondiscriminatory access to OSS pre-ordering functions associated with determining whether a loop is capable of supporting xDSL technologies, and thus should be adopted. Verizon agrees that AT&T should not be required to pre-qualify a loop that has already been pre-qualified for the same advanced data service in the same time period (i.e. the loop has been in continuous use for the same service). However, pre-qualification for one type of advanced data service does not automatically pre-qualify that loop for another type of advanced data service or guarantee that the same loop will still be qualified sometime later if the original service has been discontinued, for the network might have been upgraded or changed in the interim. Thus, a pre-qualification process for loops already providing advanced services is necessary, just and reasonable.</p> <p>Provisioning Interval: Verizon proposes a standard interval</p>

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				<p>engineering fees) apply. **CLEC must submit a new Collocation application, with the application fee, to Verizon detailing its request. Except as otherwise required by Applicable Law, standard Collocation intervals will apply (unless Applicable Law requires otherwise).</p> <p>4.7.2 Where a new splitter is to be installed as part of an existing Collocation arrangement, or where the existing Collocation arrangement is to be augmented (e.g., with additional terminations at the POT Bay), the splitter installation or augment may be ordered via an application for Collocation augment. Associated Collocation charges (application and engineering fees) apply. **CLEC must submit the application for Collocation augment, with the application fee, to Verizon. . Unless a longer interval is stated in Verizon's applicable Tariff, an interval of seventy-six (76) business days shall apply.</p> <p><i>11.2.13.4 AT&T may only access the high frequency portion of a Loop in a Line Sharing arrangement through an established Collocation arrangement at the Verizon Serving Wire Center that contains the End Office Switch through which voice grade service is provided to Verizon's Customer. AT&T is responsible for</i></p>	<p>for provision line sharing orders on 5 or fewer arrangements to 3 business days in all Verizon-East jurisdictions.</p> <p>Splitter Placement: Requiring an ILEC to place splitters in any particular place has been rejected as a matter of law. Under federal law, it is the ILEC, not the CLEC, has the right to determine where equipment is collocated in the ILEC's facilities.</p> <p>Collocation Augments: Verizon and AT&T are still negotiating this issue, and may be able to reach an agreement. Verizon reserves the right to supplement this response in testimony in the event the Parties cannot reach agreement.</p> <p>Collocation of Advances Services Equipment (Including Packet Switches): AT&T agreed to defer the issue of the collocation of advanced services equipment pending the Commission's decision in Docket No. 98-147.</p> <p>CLEC-to-CLEC Cross Connects: Cross-connects between carriers are not necessary for access to UNEs or interconnection. The Commission already has sought comment on whether there is any basis for re-establishing its vacated cross-connect rule and it would be wasteful to consider that issue in the context of AT&T's interconnection agreement as well. Section 224 of the</p>

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				<p>providing a splitter at that Wire Center that complies with ANSI specification T1.413 which employs Direct Current ("DC") blocking capacitors or equivalent technology to assist in isolating high bandwidth trouble resolution and maintenance to the high frequency portion of the frequency spectrum, and is designed so that the analog voice "dial tone" stays active when the splitter card is removed for testing or maintenance through one of the splitter options described below. AT&T is also responsible for providing its own Digital Subscriber Line Access Multiplexer ("DSLAM") equipment in the Collocation arrangement and any necessary Customer Provided Equipment ("CPE") for the xDSL service it intends to provide (including CPE splitters, filters and/or other equipment necessary for the end user to receive separate voice and data services across the shared Loop). Two splitter configurations are available. In Configuration Options 1 and 2, the splitter must be provided by AT&T and must satisfy the same NEBS requirements that Verizon imposes on its own splitter equipment or the splitter equipment of any Verizon affiliate. AT&T must designate which splitter option it is choosing on the Collocation application or augment. Regardless of whether AT&T selects Options 1 or 2, the splitter arrangements must be installed before AT&T submits an order for Line Sharing.</p>	<p>Act does not provides independent authority for CLEC-to-CLEC cross connects. While not required to do so, Verizon has agreed to permit CLEC-to-CLEC cross connections in collocation space pending the Commission's ruling on remand.</p> <p>Splitter Ownership: Verizon is not now--and should never be-- required to purchase splitters on behalf of AT&T and Worldcom.</p> <p>Multiplexing/Concentrating Equipment Specifications: Multiplexing has not been defined by the Commission as a UNE, nor does not meet the "necessary and impair" standard of § 251(d)(2) of the Act. Verizon provides, however, two types of stand-alone multiplexing separately from loops, interoffice transport and switching. Verizon does not provide multiplexing in combination with unbundled dedicated transport. Multiplexing, however, may be provided as part of a loop-transport combination so long as there is compliance by the CLEC with the local use restrictions as set forth in the Supplemental Order Clarification. WorldCom's proposal regarding concentration equipment is unclear.</p> <p>Resale of Advanced Services: This issue should not be addressed in this arbitration because the resale of advanced services at wholesale prices (or at any price at all) is beyond the</p>

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				<p>order for Line Sharing.</p> <p>Splitter Option 1: Splitter in AT&T Collocation Area</p> <p><i>In this configuration, the AT&T-provided splitter (ANSI T1.413 or MVL compliant) is provided, installed and maintained by AT&T in its own Collocation space within the Customer's serving End Office. The Verizon-provided dial tone is routed through the splitter in the AT&T Collocation area. Any rearrangements will be the responsibility of AT&T.</i></p> <p>Splitter Option 2: Splitter in Verizon Area</p> <p><i>In this configuration, Verizon inventories and maintains an AT&T-provided splitter (ANSI T1.413 or MVL compliant) in Verizon space within the Customer's serving End Office. The splitters will be installed shelf-at-a-time.</i></p> <p><i>In those serving End Offices where Verizon has employed the use of a Point of Termination ("POT") Bay, the splitter will be installed (mounted) in a relay rack between the POT Bay and the MDF. The demarcation point is at the splitter end of the cable connecting the AT&T Collocation and the splitter. At AT&T's option, installation of the splitter shelf may be performed by Verizon or by a Verizon-approved</i></p>	<p>scope of an agreement between Verizon Virginia Inc. and AT&T. In accordance with 251(c)(4), Verizon Virginia Inc. will make available to AT&T for resale at wholesale rates those telecommunications services that it provides to its non-carrier customers. However, Verizon Virginia does not—and is not authorized to—provide advanced services at retail. If AT&T wishes to purchase services from Verizon Advanced Data Inc. ("VADI"), it should enter into an interconnection agreement with VADI or simply purchase out of VADI's approved tariff.</p>

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